

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

RATING
N/A

PAGE OF
PAGES

2. CONTRACT NUMBER

3. SOLICITATION NUMBER
386-05-015

4. TYPE OF SOLICITATION
☐ SEALED BID (IFB)
☒ NEGOTIATED (RFP)

5. DATE ISSUED
08/26/05

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY
Regional Contracts Office
USAID/India
9000 New Delhi Place, Washington, DC 20521

CODE

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _FIVE_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in
USAID, Shantipath, Chanakyapuri, New Delhi 110021 INDIA until 1000 local time 10/18/05
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME
Marcus A. Johnson, Jr.

B. TELEPHONE (NO COLLECT CALLS)
AREA CODE NUMBER EXT.
011-91-11-24198000

C. E-MAIL ADDRESS
marcusjohnson@usaid.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT
(See Section I, Clause No. 52-232-8)

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE

FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

15B. TELEPHONE NUMBER
AREA CODE NUMBER EXT.

☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(a) () ☐ 41 U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (If other than Item 7)
CODE

25. PAYMENT WILL BE MADE BY
CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

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SECTION B

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The Purpose of this contract is to procure the services of a firm/company/entity to provide technical assistance within a broad management support services contract with the expertise required to assist Office of Economic Growth (OEG) to, among other things:

- i. identify areas that continue to hinder the process of economic reform and growth in India,
- ii. design and develop activities/programs for addressing the issues identified, and
- iii. implement activities/programs under OEG's current portfolio (detailed in annexure attached herein).

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) term contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is []. The fixed fee, if any, is []. The estimated cost plus fixed fee, if any, is [].
- (b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is []. The Contractor shall not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through [].

B.4 PRICE SCHEDULE

CLIN	DESCRIPTION	COST
0001	BASE PERIOD	\$
0002	Fixed Fee (on CLIN 0001)	\$
0003	OPTION PERIOD	\$
0004	Fixed Fee (on CLIN 0003 only)	\$
CEILING PRICE (TOTAL)		\$

NOTES: Contract Line item Number "CLIN 1" is the prime Contractor's estimated direct and indirect cost for performing the requirement (Section C.), exclusive of Job Orders. That is, cost for other than actual construction work that will be subcontracted out under CLIN 3. Payment for CLIN 1 shall be handled on an actual cost reimbursement payment basis.

"CLIN 2" is the amount of profit/fee charge for completion of the requirement performed in CLIN 1 and CLIN 3.

SECTION B

“CLIN 3” is the amount to be budgeted for placement of Job Orders through competitive tenders for the actual construction work (0003a) and equipment purchase (0003b), delivered, and installed at selected vocational education centers.

The “Ceiling Price” is the total of adding all the CLINs together and represents the maximum total value of the contract.

B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1 /	1 /	1 /
		2 /	2 /	2 /

1/Base of Application:
Type of Rate: Predetermined
Period:

2/Base of Application:
Type of Rate: Predetermined
Period:

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

SECTION C

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

I. INTRODUCTION

USAID is the United States Government agency with primary responsibility for international development. USAID/India is committed to helping India achieve its development goals. The Office of Economic Growth (OEG) at USAID/India is engaged in providing funding support to India for the purposes of economic reforms and growth of the Indian economy.

In June of 1991, Government of India (GOI) began a process of opening and liberalizing its closed and inward-looking economy. The results have been rewarding: Around a 10% reduction in the number of people living below the poverty line; significant improvements in the quality of life; and greater integration of India with the world economy. India's current GDP growth rate registers around 7% as against the 3.5% average growth rate India enjoyed for its first 30 years. Since 1992, USAID/India has worked along side the Government of Indian (GOI) to help achieve the objectives of the reform process.

However, recently, the pace of economic reforms has slowed. Thus, there is general consensus that a second generation of reforms is required to place and maintain India on a higher growth path. USAID shares this goal and is ready to work along side GOI in identifying and supporting initiatives that help to strengthen India's economic reform process.

II. OBJECTIVE

USAID/India seeks to procure the services of a firm/company/entity to provide technical assistance within a broad management support services contract with the expertise required to assist OEG to, among other things:

- iv. identify areas that continue to hinder the process of economic reform and growth in India,
- v. design and develop activities/programs for addressing the issues identified, and
- vi. implement activities/programs under OEG's current portfolio (detailed in annexure attached herein).

To achieve the above, the Contractor will be called upon to provide technical experts, organize and manage exchange visits, provide logistic support to activities being implemented with other U.S. Government agencies (hereafter referred to as "PASAs"—Participating Agency Service Agreements), organize and conduct short term development training, form and manage expert activity design teams or provide any other form of economic growth sector technical assistance or project management services as specified by the OEG from time to time.

The Contractor will also assist OEG to improve the efficiency, effectiveness, and timeliness of USAID's interventions in ways appropriate to USAID and GOI needs as they evolve.

This is a contract for working on issues related to India's economic reform agenda and development. For the purposes of this activity, the Contractor shall maintain a small field office in New Delhi, India (3 people including the Chief of Party (COP) and support staff), from where all project activities shall be carried out or coordinated. The local long term team is expected to be a combination of macro economist, management specialist and support staff. It is anticipated that the Contractor, under the leadership of the COP will place and manage the local office team, which will recruit, on a short term basis and as required, expertise in the subject areas described above for implementing tasks mentioned in the SOW. This may be done through local as well as U.S. and third country institutions, consultants, and resource personnel. "Home office" backstopping support in the U.S. shall be supplied as needed in order to ensure the effective functioning of the Delhi contract team.

The Contractor will be responsible for overall planning, implementation and reporting on activities provided for in the statement of work under the overall guidance of USAID/India, and in consultation with host country partners.

SECTION C

Illustrative areas of expected support. The economic growth sector areas where the service provider is expected to support activities include, but are not confined to, the following:

- urban sector reform (urban governance issues, slum policy);
- financial sector reform (mutual funds, small and medium enterprises, rural and agricultural finance, health finance);
- fiscal governance reform and its differential impact on various socio-economic groups, including gender budgeting; expanded use of information and communication technologies for improved fiscal governance;
- agriculture sector reform (commodities futures);
- Promotion of market competition and establishment of investment-friendly regulatory systems;
- expansion of internal and external trade;
- enterprise finance and development;
- increasing access to assets and services for all segments of India's population, including its poor, segregated by gender and economic class; and
- strengthening India's infrastructure and service delivery.

III. TASKS AND ACTIVITIES

In order to achieve the above Objectives, the service provider will be required to provide assistance/services in the following areas (these are defined below):

- 1) Technical assistance
- 2) Study Tours/Exchange Visits/Invitational Travel
- 3) Short-term In-Country & Non-US based development training
- 4) Short term U.S Based Development Training
- 5) Logistic support to PASAs
- 6) Background documentation and financial packaging for transactions involving the Development Credit Guarantee
- 7) Repository of information and expertise on the GOI Economic Reform

TASK 1 TECHNICAL ASSISTANCE (TA)

Types of assistance. Technical Assistance is defined as, but not limited to, the interventions listed below:

- The Contractor directly conducting or arranging experts to conduct feasibility studies/gap analyses to test concepts and/or identify points of effective USAID intervention.
- The Contractor directly conducting or arranging experts to conduct policy analysis support.
- The Contractor directly providing or arranging experts to provide assistance in the capacity building of institutions.
- The Contractor directly providing or arranging experts to provide assistance in designing and implementing demonstration projects and pilot initiatives.
- The Contractor organizing and implementing seminars, conferences, workshops to share experience and provide policy input.
- The Contractor directly raising or arranging experts to raise awareness and conduct advocacy events, such as conferences, workshops, roundtables, and focus group meetings.

Additional technical assistance requirements. Among other activities, USAID may collaborate with and support the GOI to: strengthen India's trade capacity; support agricultural reform; support financial sector reform, including banking sector reform and expanding access to financial services for underserved areas; and promote and test appropriate applications of information and communication technologies. These areas are under discussion for USAID involvement but are not as yet defined or detailed.

SECTION C

TASK 2 STUDY TOURS/EXCHANGE VISITS/INVITATIONAL TRAVEL

The purpose of such travel is to promote the exchange of ideas and demonstration of best practices in areas of economic reform. Again, such activities, to a large extent, will take advantage of emerging opportunities and therefore cannot be identified in advance. The broad areas of such interventions are, however, well specified above, i.e. “Urban development; fiscal governance reform; financial sector reform; expansion of market competition and establishment of investment friendly regulatory systems; expansion of internal and external trade; agriculture reform; enterprise finance and development; expanded development use of information and communication technologies; increasing access to assets and services of the full range of India’s population, including its poor; and strengthening India’s infrastructure and service delivery.” The contractor will design and organize these activities, including all logistical support.

TASK 3 SHORT-TERM IN-COUNTRY & NON-U.S.-BASED DEVELOPMENT TRAINING

To be identified and organized by the Contractor, including the identification of training programs and participants, all logistical support, and follow-on quality and impact evaluation. Short-term training implies no more than three weeks in duration. These may be in-country or third country-based – but NOT including the U.S. The purpose of such training will be to build analytical, regulatory and administrative capacity and skills in policy development and implementation in areas identified above. Again, the broad areas of training are identified above under Task 2 above. Efforts will be made to target younger GOI officers, particularly those working at the state level, and increase the number of women candidates and participants. The Contractor will also try and ensure that the NGOs, community leaders and others from the private sector and civil society are included where appropriate. Again, the final approvals for the training programs as well as the participants will be made by a panel consisting of representatives from the USAID, subject matter experts and the GOI.

TASK 4 SHORT-TERM U.S.-BASED DEVELOPMENT TRAINING

To be identified and organized by the Contractor, including the identification of training programs and participants, all logistical support, and follow-on quality and impact evaluation. Short-term training implies no more than three weeks in duration. These training programs will be U.S.-based. The purpose of such training will be to build analytical, regulatory and administrative capacity and skills in policy development and implementation in areas identified above. Again, the broad areas of training are identified above under Task 2. The target audiences for this program are: Indians nationals, including GOI Officials from the central and the state governments. Efforts will be made to target younger GOI officers, particularly those working at the state level, and increase the number of women candidates and participants. Again, the final approvals for the training programs as well as the participants will be made by a panel consisting of representatives from the USAID, subject matter experts and/or the GOI.

TASK 5 LOGISTIC SUPPORT TO PARTICIPATING AGENCY SERVICE AGREEMENTS (PASAs)

It is assumed that some of the activities under this scope of work will engage other U.S. Government agencies. The contractor may need to provide logistic support to these agencies for tasks in this scope identified in the areas of economic reform and development and further defined in the Participating Agency Service Agreements (PASAs) entered into by USAID/India Mission. Note that this will be done under guidance of USAID and not those other U.S. Government agencies.

TASK 6 BACKGROUND DOCUMENTATION AND FINANCIAL PACKAGING FOR TRANSACTIONS INVOLVING THE DEVELOPMENT CREDIT GUARANTEE (DCA)

The contractor will work with respective USAID technical staff to provide technical support in the design of credit enhanced (using USAID’s Development Credit Authority mechanism) projects to support mission objectives, including background documentation, identification of appropriate use of DCA, alternative financial structures, legal support (in addition to that provided by USAID’s counsel), and market analyses.

TASK 7 REPOSITORY OF INFORMATION AND EXPERTISE ON GOI ECONOMIC REFORM

SECTION C

The contractor will develop and maintain a repository of information and expertise on India's economic reform agenda and its progress. The Contractor may be called upon from time to time to brief or advise USAID and others on economic reform priorities. It will utilize this updated information repository to help define and evaluate activities and advise USAID on recommended action.

V. ORGANIZATIONAL STRUCTURE AND ROLES AND RESPONSIBILITIES

The Contractor will be responsible for overall planning, implementation and reporting on activities provided for in the statement of work under the overall guidance of USAID/India, and in consultation with host country partners.

Role and responsibility: The COP will report directly to the USAID cognizant technical officer (CTO) in the Office of Economic Growth designated by the Contracting Officer. Under the direction of the CTO, on certain technical aspects of activity definition, design, and implementation, the Contractor will collaborate with other USAID technical officers responsible for that technical area, (i.e. on financial sector reform activities, the Contractor will work with the lead specialist for the financial sector).

SECTION C

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

SECTION E

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

Office of Economic Growth
USAID/India
US Embassy
Shantipath, Chanakyapuri
New Delhi 110021

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

SECTION F

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 DELIVERY SCHEDULE

DELIVERABLES AND PROCEDURE

TASK 1 TECHNICAL ASSISTANCE.

1.1. Develop and provide on average four Technical Assistance activities each year over the contract period to strengthen capacity, drawing on best practices (from both international and Indian experience). This includes but is not limited to activities such as feasibility studies and gap analyses to test concepts and identify points of effective USAID intervention, directly conducting or arranging experts to conduct policy analysis support, capacity building of institutions and;

1.2. Directly conducting or arranging experts to organize and conduct workshops, seminars, and conferences covering economic reform issues. In the case of workshops, seminars, and conferences, no more than three such events are will be held annually. The number of participants per event will on average be 60 for a 2 day event.

1.3. Procurement and provision of outside resources. Where USAID, in consultation with the contractor, deems it necessary to obtain resources from or provide support to entities other than the contractor, the contractor will be directed to facilitate the rapid procurement and provision of those resources. In order to do so, the contractor will establish a system approved by USAID that receives and processes requests for services, organizes the procurement of those services through systems that conform with USAID regulations, manages and monitors implementation, and reviews, and evaluates where appropriate, the results. Local and U.S based institutions that may be awarded sub-grants/sub-contracts under the contract may include public (parastatals) and private organizations (including NGOs) such as: academic institutions, including think tanks and research institutions; central, state and local government units; central, state and local regulators; training institutions, management services firms, technical service providers, and product and service associations; and civil society organizations.

1.4. Identifying and defining activities: In most cases, USAID will define the nature of the activity to be undertaken and negotiate the broad concept and general level of support with our GOI counterparts. The contractor may be asked to assist USAID and its clients (GOI, states and cities, or others) in developing a detailed scope of work and in identifying the appropriate type and level of resources and expertise required. USAID will approve all activities, scopes of work, and key personnel to implement the activities. The contractor will work with respective USAID technical staff and collaborate with the broader USG community, the GOI and other stakeholders as appropriate and in consultation with USAID.

1.5. From time to time, USAID may receive an unsolicited proposal from a provider that USAID wishes to implement or it is desirable to provide a sole source award for an identified activity. The contractor may be directed to help draft and

SECTION F

prepare term of reference to help implement “unsolicited proposals” received and selected by USAID. In certain cases, the contractor may be required to draft “sole source” justifications for proposed implementing institutions to carry out identified activities under the proposed statement of work.

1.6. A number of illustrative activities are provided in the annexure J to help interested parties understand the nature of support provided in the past and likely to be requested under this agreement. Previous experience indicates that the size and duration of an activity could vary from a 3 month/\$30,000 to as much as 2 year/\$1.5 million. However the average size/duration of an activity under the contract is expected to be 1 year/ \$300,000. The portion of funds envisioned for technical assistance activities is around 50% of the contract ceiling price.

TASK 2 DELIVERABLES FOR STUDY TOURS/EXCHANGE VISITS/INVITATIONAL TRAVEL.

2.1. USAID/India expects that, on average, no more than two study tours or exchange visits will be held each year to see international best practices in economic reform in non-U.S countries including within India. Each study tour will cover no more than three countries per visit. Each visit will consist of no more than eight (8) people, not including the Contractor’s staff. Contractor staff participation is subject to USAID review and approval. Each study tour will be of no more than 12 days in duration (including travel time).

2.2. On average, no more than two invitational travels will be funded each year. No more than two resource persons each per invitational travel will be funded and no more than 10 days in duration.

TASK 3 DELIVERABLES FOR SHORT-TERM IN-COUNTRY & NON-U.S.-BASED DEVELOPMENT TRAINING.

3.1. Develop and provide support to, on average, no more than three short-term training programs each year over the contract period to build analytical, regulatory and administrative capacity and skills in economic reform policy development and implementation. On average, around 20 people are expected to participate in such training programs each year. There should be a mix of two-third in-country training and one-third third country training. **For details, please refer to Attachment 6**

TASK 4 DELIVERABLES FOR SHORT-TERM U.S.-BASED DEVELOPMENT TRAINING.

4.1. Develop and provide support to U.S.-based short-term (defined as no more than three weeks in duration) training programs commencing at the beginning of the third year of the contract to build analytical, regulatory and administrative capacity and skills in economic reform policy development and implementation. Around 40 people are expected to participate under this training program. **For details, please see Attachment 6.**

TASK 5 DELIVERABLES FOR SUPPORT TO PASAs

5.1. Under guidance from USAID, when activities engage PASAs, provide logistic support including, but is not limited to, for all types of travel arrangements; providing for meeting and office space, workshop and other related event management support.

TASK 6 DELIVERABLES FOR CREDIT GUARANTEE (DCA).

6.1. Up to 5 financial transactions are expected to be conducted over the Contract performance period. These should be structured and define the risk sharing burden of the DCA guarantee on financial flows to beneficiary. They should include preliminary financial analyses; preparation of materials for review by USAID credit risk analysts and presentation to the USAID Credit Review Board; and monitoring guarantee requirements.

TASK 7 DELIVERABLES FOR REPOSITORY OF INFORMATION AND EXPERTISE ON GOI ECONOMIC REFORM.

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7.1. This will include, among others: Statistics on India's economy (basic macroeconomic data) up to date on quarterly basis; major economic speeches on file for past three years; key analytic papers on file; database on key researchers, policy makers, and managers in economic sector (banks, think tanks, government advisors).

COMMON DELIVERABLES FOR ALL COMPONENTS

1. **Success stories and lessons learned.** For all components, the Contractor will document and draft success stories/lessons learned from activities completed under the contract.

2. **Tracking activity implementation and performance management.** For all components, the Contractor will develop indicators with base lines to help track the progress and performance of the assistance provided, and establish a performance management system consistent with the USAID system and assist in securing annual performance data, as required. In specific:

1. Establish appropriate systems for tracking activities from initial conception through implementation.
2. Develop appropriate formats and timelines for reporting progress to USAID (including for Quarterly Reports with attached financial statements and narrative descriptions of progress made).
3. Design, develop and report results against a set of indicators for each activity, common to the OEG Performance Monitoring Plan, and specific to the activity.
4. Arrange for mid-term evaluations for mid-course corrections.
5. Conduct evaluations and review results as requested.

3. **Contract/grant close-out.** For all components, if applicable, the Contractor will close out all contracts/grants in accordance with the USAID and contractor's requirements.

4. **Policy monitoring and reporting.** For all components, track and report major economic policy changes and reform initiatives by GOI in areas signaled by USAID

5. **Gender.** USAID seeks to ensure fair and equitable treatment of all populations, and in particular seeks to ensure the participation of women as providers and beneficiaries of assistance.

F.3 PERIOD OF PERFORMANCE

The contract performance period for the services will take place for a Base Period beginning upon the effective date of the contract and ending in September 30, 2008, with one Option Period from October 1, 2008 until September 30, 2010.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

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Work Plans - Within 30 days from award of the contract, the Contractor will meet with the designated CTO to plan a probable range of activities. It will NOT be possible to identify all activities in the work plan, many activities under the contract will be targets of opportunity in nature. However, as activities emerge, they should be incorporated into a work plan to enable both the Contractor as well as USAID to track the management of the activities. The work plan will be a written document not exceeding 10 pages in length. It will identify, based on available information, the number of activities proposed for the year, their description, cost and duration, significance to the USAID portfolio and India's economic reform agenda, the level of effort required to help manage and implement them, timeline and deliverables, indicators to measure their success (or a timeline indication by when such indicators will be developed).

Project Monitoring – Along with the first work plan, within 30 days from the award of the contract, the contractor shall submit for review and approval a detailed Outputs Tracking System. The system shall provide for comprehensive monitoring and evaluation of activities, achievements and impact measured against baseline developed under the mission's Performance Monitoring Plan (PMP).

F.6 PROGRESS REPORTING REQUIREMENTS

Interim Reports – Brief interim reports shall be provided in between the half-yearly progress reports. An Interim Progress Report is a written document that flags issues impeding progress (of “planned outputs” as described in individual activity descriptions), briefly cites major accomplishments, and lists up-coming events. Since the submission of the half-yearly reports are expected at the end of the second and fourth quarters from the start date of the contract, the interim report shall be submitted at the end of the first and third quarters. The Contractor will follow the U.S. fiscal year to submit the interim and half-yearly reports. Each interim report will include a financial statement containing five (5) columns that will states the following information by each Contract budget line item:

- Col.1 : Total amount of funds allocated to each budget line item over the life of the Contract;
- Col. 2: Amount of accrued expenditure against each of the budget line items in that quarter;
- Col. 3: Amount of accumulated expenditure against each budget line item till date;
- Col. 4: Amount remaining under each of the budget line items till the end of the Contract period;
- Col. 5: Estimated expenditure against each of the budget line items for the following quarter.

Half Yearly Progress Reports – The progress made by the Contractor toward achieving the “planned outputs” under each of the tasks shall be reported by the Contractor in half-yearly progress reports. The Half Yearly Progress Reports is a written document conforming to a format agreed upon by the USAID CTO that describes overall progress-to-date on the activities requested, progress towards achieving planned performance targets (segregated by socio-economic groups, including gender, where relevant), contract outputs, and a summary report on the financial status (a) in the preceding half-year and (b) on a cumulative basis. The report shall highlight any constraints or problems affecting contract performance or timing of deliverables, assess the success and failure of a particular strategy used to implement an activity, and substantive technical as well as administrative details of contract implementation. The TA deliverables under this contract are specified for each of the tasks. Training will be delivered on the basis of minimum requirements (in terms of participant weeks) with detailed feedback and evaluation reports. The offeror shall submit these reports 15 days after the end of the half-yearly period. Each half yearly progress report will include a financial statement containing five (5) columns that will states the following information by each Contract budget line item:

- Col.1 : Total amount of funds allocated to each budget line item over the life of the Contract;
- Col. 2: Amount of accrued expenditure against each of the budget line items in that quarter;
- Col. 3: Amount of accumulated expenditure against each budget line item till date;
- Col. 4: Amount remaining under each of the budget line items till the end of the Contract period;
- Col. 5: Estimated expenditure against each of the budget line items for the following quarter.

Final Report – The Contractor will submit, within 30 days before the completion of this contract expiration date, a final report, summarizing the activities and accomplishments of the contract, assessment of the lessons learned and provide

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comments and recommendations on the continued direction of fiscal management reform in the selected states. The report will be accompanied by a final financial statement.

F.7 LEVEL OF EFFORT

The amount of labor days of all key staff shall not exceed [] for the Base Period.

The amount of labor days of all key staff shall not exceed [] for the Option Period.

F.8 KEY PERSONNEL

A. The key personnel that the Contractor shall furnish for the performance of this contract are as follows:

Name	Title: Chief of Party
Name	Title:
Name	Title:

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.9 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (OCT 1997)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

- (a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.
- 1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures [Document Number: XXX-X-XX-XXXX-XX]			

Line Item No.	Description	Amt vouchered to date	Amt vouchered this period

001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

- (2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

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- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Regional Contracts Office
USAID/India
U.S. Embassy
Shantipath, Chanakyapuri
New Delhi, 110021 INDIA

U.S. based mailing address is

Regional Contracts Office
USAID/India
Department of State
9000 New Delhi Place
Washington, DC 20521-9000

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer shall be designated by the Contracting Officer via an administrative letter after award.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

- (a) Technical Directions is defined to include:
 - (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
 - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.
- (b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

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- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

- (c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.
- (e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

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Regional Contracts Office
USAID/India
U.S. Embassy
Shantipath, Chanakyapuri

U.S. based mailing address is

Regional Contracts Office
USAID/India
Department of State
9000 New Delhi Place
Washington, DC 20521-9000

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated:

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
752.7027	AIDAR 48 CFR Chapter 7 PERSONNEL	DEC 1990

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

- (a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.
- (b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:
 - (1) Military equipment,
 - (2) Surveillance equipment,
 - (3) Commodities and services for support of police and other law enforcement activities,
 - (4) Abortion equipment and services,
 - (5) Luxury goods and gambling equipment, or
 - (6) Weather modification equipment.
- (c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:
 - (1) Agricultural commodities,
 - (2) Motor vehicles,
 - (3) Pharmaceuticals and contraceptive items,
 - (4) Pesticides,

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- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

- (a) Contract Reports and Information/Intellectual Products.
 - (1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program Coordination, copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/ CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.
 - (2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.
- (b) Submission requirements.
 - (1) Distribution. (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in electronic format and hard copy (one copy) to U.S. Agency for International

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Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

- (ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) of this clause.
- (2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USUSAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.
- (ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.
- (v) The electronic document submission shall include the following descriptive information:
 - (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.
 - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
 - (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.5 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Proctor
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: (703) 354-0370
E-Mail: www.rutherford.com

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

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Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935 .

H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

H.8 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.9 LANGUAGE REQUIREMENTS

Contractor personnel and consultants shall have the necessary language proficiency to perform technical services.

H.10 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated [] is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.11 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

H.12 REPORTING OF FOREIGN TAXES

- (a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.
- (b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to the Paying Office, Attention: Controller. (See Section G.5).
- (e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm> .

SECTION I

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
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52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001

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52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
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52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-2	SERVICE OF PROTEST	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
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52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	DEC 2004
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR 2003
52.248-1	VALUE ENGINEERING	FEB 2000
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752.7015	USE OF POUCH FACILITIES	JUL 1997
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I.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUNE 2003) ALTERNATE I (JUNE 2003)

- (a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

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- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

- (b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--
- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
 - (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
 - (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
 - (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
 - (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

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- (2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

I.3 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th

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day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

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(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

SECTION I

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

I.5 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or

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similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

I.6 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

SECTION J

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT

NUMBER

TITLE

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

The ATTACHMENTS are all available at the following website link: <http://www.usaid.gov/in/>

ATTACHMENT 5- SO STRUCTURE

ATTACHMENT 6- SHORT TERM DEVELOPMENT TRAINING

ATTACHMENT 7- LIST OF US BASED TRAINING COURSES

ATTACHMENT 8- TECHNICAL ASSISTANCE AND SUPPORT PROGRAM-TASP

ATTACHMENT 9-STATE FISCAL REFORM ACTIVITY- (REFORM)

ATTACHMENT 10-GROWTH ORIENTED MICRO ENTERPRISE DEVELOPMENT PROGRAM ACTIVITY- (GMED)

ATTACHMENT 11-FINANCIAL MARKETS & INSTITUTIONAL REFORM-REGULATORY ACTIVITY- (FIRE-R)

ATTACHMENT 12- FINANCIAL MARKETS & INSTITUTIONAL REFORM-DEBT, PHASE III ACTIVITY-(FIRE-D III)

ATTACHMENT13- MICROFINANCE ACTIVITY

ATTACHMENT 14- AGRICULTURE ACTIVITY

ATTACHMENT 15- ILLUSTRATIVE LIST: ECONOMIC REFORM INTERVENTION SUPPORT BY OEG

SECTION J

SECTION K

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes: ☐ (i) Paragraph (b) applies. ☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

----- FAR Clause #	Title	Date	Change ----
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.3 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

SECTION K

K.4 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.5 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003

L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
 - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
 - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or

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regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 - (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) term contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Regional Contracts Office
USAID/India
U.S. Embassy
Shantipath, Chanakyapuri
New Dlehi – 110021 INDIA

U.S. mailing address is

Regional Contracts Office
USAID/India
Department of State
9000 New Delhi Place
Washington, DC 20521-9000

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

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<http://arnet.gov/far/>

L.6 GENERAL INSTRUCTIONS TO OFFERORS

- (a) The offeror must submit the proposal
 - (i) electronically - internet email with up to 6 attachments (4 MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Do not use “.zip” of any similar compression file application for email attachments. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized).
- (b) In addition to but not replacing paragraph (a) above, the Offer may also submit
 - (ii) via regular mail - sending paper copies of a technical proposal and one original and copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or
 - (iii) hand delivery (including commercial courier) of paper copies of a technical proposal and one original and copies of a cost proposal to the issuing office.
 - (iv) regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.
- (c) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

- (d) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

- (a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.
- (b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.
- (c) The technical proposal is limited to 40 pages, all annexes are limited to a total of 25 additional pages. Thus the entire technical proposal, including all annexes cannot exceed a total of 65 pages. It is expected that the proposals shall be written in Times Roman English Font and typed on standard A4 (210 mm by 297 mm) or 8 ½ x 11 inch paper, single spaced, 12 characters per inch with each page numbered consecutively with reasonable margin space. Please note that the technical evaluation committee will only receive first 65 pages of the proposal.

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- (d) The technical proposal shall consist of five (5) sections: 1) Executive Summary; 2) Technical Approach; 3) Management Structure and Personnel Selection; 4) Institutional Capacity and Experience and 5) Past Performance. Annexes should be clearly labeled and separate. The proposal should follow the format given below.

Technical Proposal Format

The Technical Proposal shall consist of the Application Information sheet with complete contact information and the following three sections, within the page limits:

- A. Executive Summary (including applicant's complete contact information): no more than 5 pages
- B. Technical Approach : no more than 10 pages
- C. Management Structure and Personnel Selection: no more than 10 pages
- D. Institutional Capacity and Experience : no more than 10 pages
- E. Past Performance : no more than 5 pages

The Technical Proposal shall be presented in the following format.

A. Executive Summary: including experience of the applicant/local partner relevant to the program, brief description of the program approach, goals and objectives, exit strategy and program targets.

B. Technical Approach: The narrative technical approach must set forth the offeror's conceptual approach and methodology for the achievement of the tasks as set forth in the contract. This approach must demonstrate a sound knowledge of management services support (as described in Section C). This also will include details on how the activities under the project will be managed and monitored including timely response to USAID requests, technical liaison with USAID's clients, including public and private officials, coordination with the partner implementing institutions and USAID/India. Include a monitoring and evaluation (M&E) plan with indicators for tracking quarterly and annual progress. These indicators should be measurable and data for the indicators should be easily attainable from reliable sources. The M&E plan will be finalized only after discussion with and approval from USAID/India. Once finalized the accepted M&E plan will be incorporated into the workplan.

C. Management Structure and Personnel Selection: The offeror must submit a management and staffing plan. The plan must present the offeror's strategy for performing the work in the contract. The plan must specify the composition and organization structure of the core professional project team (including home office support), skill matrix and describe each member's role, technical expertise, and estimated amount of time each will devote to the contract. Offeror's should propose which (up to 3) positions should be designated as "key personnel" and provide resumes for the candidates proposed for such positions. Resumes should be limited to two pages for each individual and if possible, use a standardized format. (Note completed, signed Biographical datasheet forms must be in the Cost proposal of the Offer.) Resumes should demonstrate that the key personnel possess the skills and knowledge to function as a proposed on the management services support team. The offeror may also include institutional and management experience and capability statement with brief description of experience of the applicant relevant to management and technical support for technical assistance and training; explanation of the types of technical inputs that will be provided by the applicants, past performance record of the applicant (supported by detailed activity/project information in annexes). Describe the assignment of key personnel (COP, Program Manager and Program Management Assistant) USAID envisions, and the list of technical experts available for tasks and interaction including subcontractors (if any) including institutional and management experience and capability statement with list and brief description of the relevant experience and accomplishment of the most important personnel designated for working on this program in the applicant and subcontracting institution/s (if any). The Offeror must include as part of the proposal a statement signed by each person proposed as key personnel confirming his/her present intention to serve in the stated position and his/her availability for the term of the proposed contract. Offeror shall also describe the authority relationship that will exist in the project including an organizational chart.

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D. Institutional Capacity and Experience: The section will include details on institutional and management experience and a capability statement of partner implementing institution/s (if applicable) including relevant experience, approach to program, explanation of types of technical inputs that will be provided by the partner/s and past performance record/s (supported by detailed activity/project information in annexes). The Offeror will submit, as part of the proposal, a matrix of past or ongoing contracts or subcontracts (including delivery/task orders and purchase orders) for efforts similar in size, scope and complexity to the work required hereunder. The Offeror will include information on any problems encountered on the identified contracts or subcontracts and the Offeror's corrective action/s.

E. Past Performance: Past Performance details shall include a brief narrative of its experience in managing the listed projects/activities especially in transitional and developing countries. Particular emphasis should be given in describing past work involving host country government (if any) for economic reform program strengthening/establishment of systems, training, procedures, policies, regulations and institutional reforms. The Past Performance Section shall include the following data for an Offeror and major subcontractor:

1. Contracting Activity
2. Contracting Officer's Name, Telephone Number and E-Mail Address
3. Contracting Officer's Technical Representative's Name, Telephone Number and E-Mail Address
4. Project/Program Manager's Name, Telephone Number and E-Mail Address
5. Contract Number
6. Contract Type, Period of Performance
7. Award Price
8. Final or Projected Price
9. Schedule Original and Final

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(a) Each offeror shall provide a budget for each line item listed in Section B. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract under CLIN 1. The budget must have an accompanying narrative "Budget Notes" of explaining the assumptions (formula) of the cost of each CLIN. CLIN 3 is must be a single proposed amount since Job Orders will be issued only after the contract is awarded.

(b) If the contractor is a joint venture or partnership, the cost proposal must include a copy of the agreement between the parties to the joint venture or partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(c) RESERVED

(d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by any proposed subcontractors as well.

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(e) RESERVED

(This certificate should be re-submitted after negotiations have been concluded and agreement has been reached.)

(f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to U.S. Federal or corporate country of residence tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(g) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(h) A copy of the offeror's travel policies in effect at the time the offer is submitted.

[End of Provision]

ADDITIONAL INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL

a. Definitions

1. Annual Salary: The annual salary of an employee is that individual's basic compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.

2. Daily Salary: The daily salary of an employee is established by dividing the annual salary of the individual by 260, the number of work days in a year.

b. General

1. Offeror cost proposal must be completely separate from the Offeror's technical proposal.

2. If subcontracting is contemplated under CLIN 0001, indicate the types of work to be subcontracted, stating: the percentage of each type of work subcontracted, extent to which competition was or will be solicited prior to selection, subcontractor selected and reasons therefore, and the method of analyzing prospective subcontractor proposals.

3. The offeror shall propose the level of effort (labor days) allocation to be utilized over the contract performance period under CLIN 0001 of the contract.

c. Items to be included in the cost proposal.

In addition to the items listed in L, the following specific items shall be included in the proposal. Failure to furnish full and complete information may cause an offer to be considered unacceptable. If the offeror is a joint venture or partnership, the proposal shall include the data requested for each of the partners or joint venture firms.

1) A Contractor Employee Biographical Data Sheet (See Section J) for each individual proposed for performance of long term positions under the contract (including all individuals designated as "key persons" under the contract. Each sheet must be signed, complete, accurate, up to date and indicate the proposed salary as it relates to the Offeror's proposal.

2) A letter or other documentation from the Offeror's cognizant Government Audit Agency, if any, stating the Offeror's most recent final indirect cost rates, the current provisional rates accepted by the cognizant Government Audit Agency for proposal/billing purposes, the base to which such rates are applied, and the Offeror's fiscal year.

3) RESERVED

4) Standard Form 1411, "Contract Pricing Proposal Cover Sheet" (see section J), with supplemental detailed information in sufficient detail to permit cost analysis for a cost-reimbursement contract. The cost proposal shall follow the budget

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format as proposed in Section L above, including the major budget line items, set forth below, and be broken down by year, for the period of the contract.

5) Subcontractors' costs shall be included under the "Subcontract" budget line item, but within such budget line item, shall follow the same CLIN format as discussed in Section L., below. While hard copy of the cost proposal is elective, the contractor shall provide an electronic copy of all spreadsheets supporting the cost proposal in a format compatible with MS Excel.

6) The Offeror shall also propose a cost management plan which will address all strategies and mechanisms that the offeror will employ in order to ensure that performance elements of this contract will be completed within the total estimated cost proposed. The cost management plan should describe the management systems in place and their application in all major functional cost areas such as: planning, budgeting, scheduling, measurement and reporting of cost and schedule performance.

d. Cost Realism.

The Offeror's proposal is presumed to represent its best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost or price, should be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and their financial ability to perform the contract, and may be grounds for rejection of the proposal.

e. Contract Line Item Number (CLIN)

1. The following discussion reflects important changes in the way that USAID is tracking results and funds needed to achieve these results. For purposes of developing a cost proposal, the Offeror shall develop CLINs.

2. A contract shall identify the items or services to be acquired as separate CLINS unless it is not feasible to do so. CLINS basically have three characteristics:

- a) Single Unit Price: The item shall have a single unit price or a single total price;
- b) Separately Identifiable: A CLIN must be identified separately from any other items or services on the contract;
- c) Separate Delivery Schedule: Each CLIN item or service shall have its own delivery schedule, period of performance date, or completion date expressly stated.

d) Total Direct Labor

Salary and Wages	\$ _____
Fringe Benefits	\$ _____
Consultants	\$ _____

Travel, Transportation, and Per Diem	\$ _____
Equipment and Supplies	\$ _____
Subcontracts ¹	\$ _____
Allowances	\$ _____
Participant Training	\$ _____
Other Direct Cost	\$ _____
Overhead	\$ _____
G&A	\$ _____
Material Overhead	\$ _____
Total Estimated Cost	\$ _____
Fixed Fee	\$ _____

Total Est. Cost Plus Fixed Fee \$ _____

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U.S. GOVERNMENT ESTIMATE

a. The total estimated amount available is up to US\$ 8,400,000. Upon contract award, the total estimated cost plus fixed fee shall be incorporated into Section B of the contract. That total estimate includes the cost/price of all CLINs over the life of the contract.

b. Non-Financial Commitments - USAID may consider more than financial commitment as means of its support. For example, to obtain the maximum public-private alliance partnership possible an offeror requests that the Cognizant Technical Officer (CTO) and/or the Mission Director to meet annually with the Board of Directors of a corporation or foundation at its HQ somewhere in the world to present the view of the U.S. Government as to how the alliance is performing. The specific request would be made by the offeror, on behalf of its alliance partner(s). The expense (air travel, per diem and other miscellaneous expenses) would be financed by the U.S. Government outside (separately) of the amount stated in the paragraph above.

[End of Provision]

(b) Utilization of Small Businesses and Disadvantaged Enterprises

1. Past Performance on Utilization of Small Businesses; Proposed Participation by Small Business Concerns and Disadvantaged Enterprises. Each offeror will be evaluated as to the extent to which it used small, small disadvantaged and women-owned small businesses, veteran-owned small business, service-disabled, veteran-owned small business, and/or HUB Zone small business, under current and past contracts. The evaluation will assess the extent to which the above named small businesses participated in these contracts relative to the size/dollar value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with Small Business Subcontracting Plans set out in previous contracts. Offerors will be provided an opportunity to explain circumstances surrounding less than satisfactory reports on the utilization of small business if not previously provided the opportunity. Past performance of any firm that does not have any pertinent past performance history will be rated neutral.
2. Proposed Participation by Small Business Concerns and Disadvantaged Enterprises. As required by Section L of this RFP, offerors (other than small businesses) are required to submit Subcontracting Plans in accordance with FAR 52.219.9 and must include not less than ten (10) percent of the estimated dollar value for subcontracting to small businesses, as described in AIDAR 752.219.8.. Offerors' plans must address subcontracting with small business concerns, disadvantaged, women-owned and HUB Zone business concerns. Evaluation will be based on: 1) technical impact and valued-added by proposed small business concerns, to the offeror's team; and 2) total amount of proposed subcontracting with small business concerns as a percentage of total planned subcontracting.

Note: This evaluation factor does not apply to proposals submitted by small business concerns.

- (d) A completed and signed SF33 and acknowledgment of any amendments to the RFP is required.
- (e) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.
- (f) Detail of the Offeror's management structure as it relates to performance of services described in Section C.
- (g) A statement as to how the offeror normally recovers vacation, holiday and sick pay. The \$149,200 (formally ES-6) annual salary limitation is based on a 260 day work year, which includes paid absences taken during that year. If the Offeror, under its approved accounting procedures, does not recover paid absences as a salary cost, the

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Offeror's direct labor year would then be less than 260 days. In such instances, the Offeror shall indicate the number of paid absence days and policies. Direct salary and paid absences may not exceed the above said salary limitation.

- (h) If the offeror's customary indirect cost distribution base is not direct labor or direct labor and fringe benefits, the offeror **MUST ALSO SHOW** calculations to distribute indirect costs on either a direct labor and fringe benefits base **ONLY** or, if fringe benefits are included in the indirect cost pool, a direct labor base **ONLY**.
- (i) Completed and signed Contractor Employee Biographical Data Sheets (see Section J) for each full-time individual proposed under the contract. Each sheet must be signed by both the offeror and the employee, be complete, accurate and up-to-date and indicate the proposed salary as it relates to the offeror's proposal.
- (j) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. Section K must be completed by all proposed subcontractors as well.
- (k) A copy of any current negotiated indirect rate agreements (NICRA) between a U.S. Federal agency and the offeror and/or any subcontractors.
- (l) Any proposed indirect rate ceilings (See Sec. B).
- (m) A discussion of the amount proposed as a fixed fee, if any.
- (n) Maximum annual salary increases (See Sec. H.7).
- (o) Cost Realism.

The Offeror's proposal is presumed to represent its best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost or price, should be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and their financial ability to perform the contract and may be grounds for rejection of the proposal.

- (p) Responsibility Determination

The offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Section 9.104. Past performance information will be used in both the responsibility determination and best value decision.

- (q) The Government anticipates adequate price competition therefore, at this stage, a completed Certificate of Current Cost or Pricing Data is not required by the Offer for itself and each subcontractor, if the subcontract will exceed \$500,000.
- (r) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the Offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited). The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or Offeror to delineate the Offeror's indirect expense pool(s) and customary indirect cost distribution base(s).
- (s) A copy of the offeror's personnel, procurement and travel policies in effect at the time the offer is submitted.
- (t) A letter certifying a commitment by the key personnel proposed, that they are available to work under this contract, if an award is made prior to January 31, 2004.

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- (u) The offeror should include its full street address with pin code, name of the authorized negotiator, Facsimile Number, Telephone Number, E-mail address and Website (if any) on the title page of the cost proposal.
- (v) The offeror, must submit a subcontracting plan in accordance with FAR 52.219.9 and must include not less than ten (10) percent of the estimated dollar value for subcontracting to small businesses, as described in AIDAR 752.219.8.

L.10 SMALL BUSINESS PARTICIPATION

(a) As part of the evaluation of past performance in Section M. of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).
2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.
3. Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.
4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

- (b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

SECTION M

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

M.2 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below reflect the requirements of this particular solicitation. Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

For this solicitation, the technical factors, when combined, are relatively more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important, and will be evaluated based on cost validity and realism in relation to activities proposed in the technical proposal.

The technical factors stated below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. That is, Management Structure is twice as important as Technical Approach or Institutional Capacity or Past Performance. The latter three are of equal weight to each other.

EVALUATION CRITERIA

<u>Evaluating Factors:</u>	<u>Weight</u>
1. Technical Approach	20
2. Management Structure and Proposed Staff Qualifications	40
3. Institutional Capacity and Experience	20
4. Past Performance	20

Note: When combined 100 maximum points possible

The technical proposal will be scored by a technical evaluation committee using only the criteria shown in this section.

A. Technical Approach

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This includes measuring ability in:

- Understanding the context, project concept, objective, and the details needed to effectively implement USAID/India's Technical Assistance and Support Project for the Office of Economic Growth (OEG);
- Adequacy of the implementation plan (logical, realistic, and innovative), and organization to meet project objectives;
- Time schedule of start up (mobilization) and establishment of systems to deliver timely assistance.

B. Management Structure & Proposed Staff Qualifications

Proposed management structure and staff will be judged based on:

- Extent and nature of Chief of Party's and the other key personnel's relevant professional experience and his/her experience and past performance in managing complex international management support and technical assistance programs; demonstrated relevant experience and past performance of the proposed key personnel in South Asia and similar transitional countries;
- Extent to which the qualifications and experience of individuals proposed will contribute to successful implementation of the contract including home office support;
- Extent to which composition and organizational structure of proposed staffing support Offeror's approach to implementation of the scope of work. This includes organization and staffing plan that clearly defines roles and responsibilities, delegates authority within the norms of prudent business practice, defines clear lines of communications, defines coordination mechanisms with partner institutions, and mobilizes and positions suitably qualified staff in a timely manner;
- Provides management systems and procedures, including personnel, property and sub-contracts, which comply with all technical and contract requirements;
- Provides expertise and technical support program skills in the area of economic reforms and development, ability to build relationships with the host country institutions and ability to work effectively in cross cultural environment.

C. Institutional Capacity and Experience

This includes assessment of the proposal which demonstrates the offeror's institutional capability and past track record in the following areas:

- Relevance of Offeror's international experience providing the kinds of services described in the Scope of Work;
- Satisfaction of and Relationships with Clients: Applicant's history of client satisfaction and working with sub contractors/partners, the combined expertise and experience of all partners will be complimentary, in accomplishing the objectives;
- Satisfaction of Local Beneficiary Institutions: Applicant's history of business-like concern for the interest of local beneficiary institutions;
- Personnel Recruitment and Retention: Applicant's history of recruiting and retaining key personnel, including Chief of Party and short-term consultants and Applicant demonstration of capacity to effectively and efficiently mobilize and manage short-term technical experts, collaborating partners etc;
- Offeror provides demonstrated capacity to effectively and efficiently mobilize and manage subcontractors/collaborating partners and short term personnel whose collective technical skill, expertise and experience matches with the requirements of the activities described in the Statement of Work;
- Demonstrated institutional commitment to gender issues under past contracts.

D. Past Performance

The past performance evaluation will focus on:

- Quality of Services: Applicant's record of conforming to contract/agreement requirements;
- Timeliness of performance: Applicant's record of adherence to contract schedules, including administrative aspects of performance;
- Cost Control and Effectiveness: Applicant's record of forecasting and controlling costs; and

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- Record of timely home office support of field operations; and use and promotion of small business concern.

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

ATTACHMENTS

ATTACHMENT 1

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENTS

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)				2. Contractor's Name		
3. Employee's Address (include ZIP code)		4. Contract Number		5. Position Under Contract		
		6. Proposed Salary		7. Duration of Assignment		
8. Telephone Number (include area code)	9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)			
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
14. EMPLOYMENT HISTORY 1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.						
POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary	
			From	To	Dollars	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)						
SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
			From	To		
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						
Signature of Employee					Date	
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)						
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.						
Signature of Contractor's Representative					Date	

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <div><input type="checkbox"/> a. CONTRACT</div> <div><input type="checkbox"/> b. GRANT</div> <div><input type="checkbox"/> c. COOPERATIVE AGREEMENT</div> <div><input type="checkbox"/> d. LOAN</div> <div><input type="checkbox"/> e. LOAN GUARANTEE</div> <div><input type="checkbox"/> f. LOAN INSURANCE</div>		2. Status of Federal Action: <div><input type="checkbox"/> a. BID/OFFER/APPLICATION</div> <div><input type="checkbox"/> b. INITIAL AWARD</div> <div><input type="checkbox"/> c. POST-AWARD</div>		3. Report Type <div><input type="checkbox"/> a. INITIAL FILING</div> <div><input type="checkbox"/> b. MATERIAL CHANGE</div> <div>FOR MATERIAL CHANGE ONLY:</div> <div>YEAR _____ QUARTER _____</div> <div>DATE OF LAST REPORT _____</div>	
4. Name and Address of Reporting Entity: <div><input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE</div> <div>TIER _____, IF KNOWN:</div> <div>Congressional District, if known:</div>			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of <div>Congressional District, if known:</div>		
6. Federal Department/Agency			7. Federal Program Name/Description: <div>CFDA Number, if applicable: _____</div>		
8. Federal Action Number if known:			9. Award Amount if known:		
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)			b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)		
(attach Continuation sheet(s) SF LLL-A, if necessary)					
11. Amount of Payment (check all that apply): <div>_____ <input type="checkbox"/> actual <input type="checkbox"/> planned</div>			13. Type of Payment (check all that apply): <div><input type="checkbox"/> a. RETAINER</div> <div><input type="checkbox"/> b. ONE-TIME FEE</div> <div><input type="checkbox"/> c. COMMISSION</div> <div><input type="checkbox"/> d. CONTINGENT FEE</div> <div><input type="checkbox"/> e. DEFERRED</div> <div><input type="checkbox"/> f. OTHER; SPECIFY:</div>		
12. Form of Payment (check all that apply): <div><input type="checkbox"/> a. cash</div> <div><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</div>					
14. Brief Description of Services performed or to be Performed and Date(s) or Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <div>(attach Continuation sheet(s) SF LLL-A, if necessary)</div>					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL		

INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

ATTACHMENT 4
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____.**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.